

## REMARKS

Claims 1-40 are pending and under consideration. Claim 1-40 have been rejected in the latest Office Action. In particular and in accordance with the items therein, the Office Action has rejected claims 1-40 on the grounds that the claims (apparently only the independent claims) recite subject matter not adequately described in the specification.

Applicant believes that the objected to subject matter is adequately disclosed in the specification. The limitation in claim 1 that includes the phrase in question is “paying the frozen first and second investor funds to one of the first and second investor upon expiration of the contract *if either the first or second investor is to receive a payment, otherwise, returning to each investor his deposited funds*”. The limitation indicates that either the first or the second investor receives control of the first and second investor funds, if one of them is to receive payment, or each investor receives control back of his/her original payment. The specification clearly supports this limitation in tables 1-5 and in the text describing these tables. For example, in scenario 1 of table 1, \$2000 is paid to investor B and in scenario 3, \$2000 is paid to investor A. *See* Applicant’s specification, paragraph [0108]. If neither investor is to receive control of the frozen funds, such as in scenario 2 of table 1, then each investor receives control back of his original payment. *See id.*, Paragraph [108]. Additionally, in scenario 2 of table 2, \$2000 is paid to investor B and in scenario 5, \$2000 is paid to investor A. If neither investor is to receive control of the frozen funds, such as in scenario 3, then each investor receives control back of his original payment. Similar scenarios occur in tables 3-5. A similar argument applies to claim 21.

**Conclusion**

Claims 1-40 are believed to satisfy all of the criteria for patentability and are in condition for allowance. An early indication of the same is therefore kindly requested.

No fees beyond the extension of time fees are believed to be due in connection with this Amendment. However, the Director is authorized to charge any additional fees that may required, or credit any overpayment, to Dechert LLP Deposit Account No. 50-2778 (**Order No. 36721-001US (346359)**).

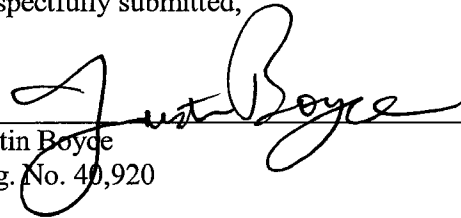
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Respectfully submitted,

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A handwritten signature in black ink, appearing to read "Justin Boyce", is written over a horizontal line. The signature is fluid and cursive.